

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF SOUTH CAROLINA**

**IN RE: APPLICATION OF
NECC TELECOM, INC.
AUTHORITY TO OPERATE AS A
RESELLER OF INTEREXCHANGE
TELECOMMUNICATION SERVICES
WITHIN THE STATE OF
SOUTH CAROLINA**

2003-13-C

DOCKET NO:
DATE:

SC PUBLIC SERVICE
COMMISSION
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**AND TO BE REGULATED IN ACCORDANCE WITH PROCEDURES ESTABLISHED FOR
ALTERNATIVE REGULATION IN ORDER NOS. 95-1734 AND 96-55 IN DOCKET
NO. 95-661-C.**

APPLICATION AND REQUEST FOR AUTHORITY

NECC Telecom, Inc. (hereinafter "Applicant"), by its attorney, hereby files this verified application, before the South Carolina Public Service Commission pursuant to its requirement for a Certificate of Public Convenience and Necessity to operate as a reseller of telecommunications services within the State of South Carolina and in support thereof would state the following:

- 1 Applicant's legal name is NECC Telecom, Inc. and its state of organization is Indiana (see Attachment 1). Applicant has a certificate of authorization to do business in South Carolina from the Secretary of State. (see Attachment 2).
- 2 The principal business address and telephone number of the applicant is:

NECC Telecom, Inc.
1209 Windmill Lane
Jeffersonville, Indiana 47130
Telephone: (812) 284-2819

- 3 Any question, notice, orders, correspondence or communication regarding this application should be directed to:

Lance J.M. Steinhart, Esq.
1720 Windward Concourse, Suite 250
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Fax)

Local Counsel:
Scott Elliott, Esq.
Elliott & Elliott, P.A.
721 Olive Street
Columbia, SC 29205
(803) 771-0555 (Phone)
(803) 771-8010 (Fax)



- 4 The officers and directors of Applicant are set forth in Attachment 3. Biographical information on Applicant's key management personnel are included in Attachment 4.
- 5 The Applicant's Balance Sheet as of June 30, 2002 and Profit and Loss Statement for the period ending June 30, 2002, is Attachment 5. This exhibit is offered in support of the financial ability of the Applicant.
- 6 Applicant submits contemporaneously with this application its proposed tariff (Attachment 6) which contains a description of services to be provided, all rules and regulations applicable to such services, and proposed rates for such services.
- 7 By this application, Applicant hereby asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon Applicant's provision of service contemplated by this application.
- 8 Upon Commission request, Applicant is prepared to answer questions or present additional testimony or other evidence about its services within the state.
- 9 The Company hereby respectfully requests a waiver of 26 S.C. Code & Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, but rather, the Company desires to keep its books and records at its principal place of business.
10. Applicant hereby respectfully requests that its interexchange service offerings be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Wherefore, NECC Telecom, Inc. hereby prays that the South Carolina Public Service Commission grants it authority to provide interexchange telecommunications services within the State of South Carolina and to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Respectfully submitted this 22nd day of August, 2002.

By: 

Lance J.M. Steinhart, Esq.

Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 250
Alpharetta, Georgia 30005
(770) 232-9200
(770) 232-9208 (Fax)

and

By: 

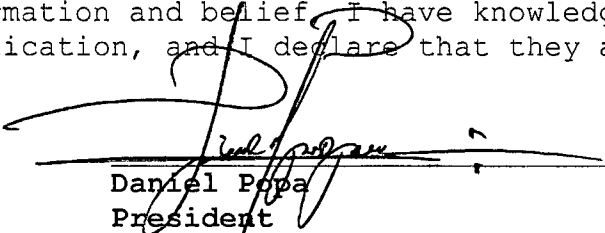
Scott Elliott, Esq.

Elliott & Elliott, P.A.
721 Olive Street
Columbia, SC 29205
(803) 771-0555
(803) 771-8010 (Fax)

Its Attorneys

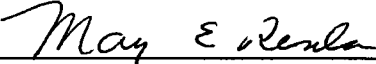
VERIFICATION OF APPLICANT

I, Daniel Popa, President of NECC Telecom, Inc., a Indiana Corporation, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

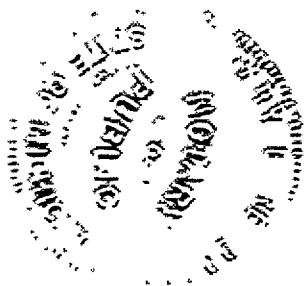

 Daniel Popa
 President
 NECC Telecom, Inc.

Sworn to me, the undersigned
 Notary Public on this
19 day of AUG, 2002.

State of Indiana
 County of Clark


 Notary Public

MARY E. RENDON
 NOTARY PUBLIC OAKLAND CO. MI
 MY COMMISSION EXPIRES Jan 24, 2003



LIST OF ATTACHMENTS

- Attachment 1 - Articles of Incorporation
- Attachment 2 - Foreign Corporation Qualification
- Attachment 3 - Officers & Directors
- Attachment 4 - Biographical Information
- Attachment 5 - Financial Information
- Attachment 6 - Proposed Tariff

Attachment 1 - Articles of Incorporation

**STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF EXISTENCE**

To Whom These Presents Come, Greeting:

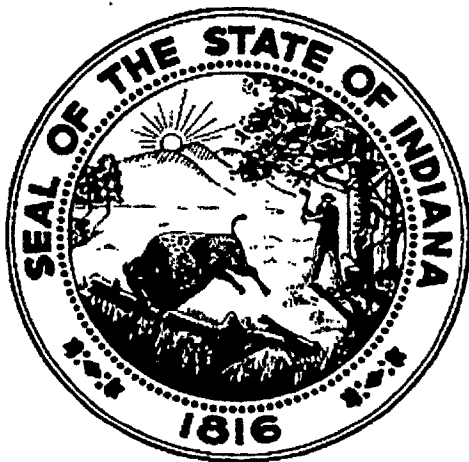
I, SUE ANNE GILROY, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper office to execute this certificate.

I further certify that records of this office disclose that

NECC TELECOM, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on January 28, 2002, and was in existence or authorized to transact business in the State of Indiana on May 1, 2002.

I further certify this For-Profit Domestic Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this First day of May, 2002.

Sue Anne Gilroy

SUE ANNE GILROY, Secretary of State

2002012900659 / 2002050155725

APPROVED
AND
FILED
IND. SECRETARY OF STATE

INDIAN SECRETARY



ARTICLES OF INCORPORATION

State Form #152 (R16 / 8-95)
Approved by State Board of Accountancy 1995

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

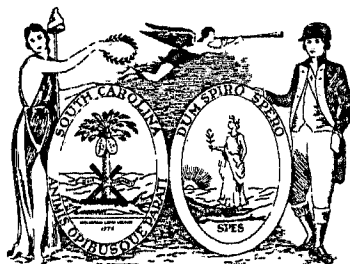
INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts.
Present original and two (2) copies to address in upper right corner of this form.
Please TYPE or PRINT.
Upon completion of filing, the Secretary of State will issue a receipt.

Indiana Code 23-1-21-2
FILING FEE: \$90.00

ARTICLES OF INCORPORATION				
<p>The undersigned, desiring to form a corporation (hereinafter referred to as "Corporation") pursuant to the provisions of:</p> <p><input checked="" type="checkbox"/> Indiana Business Corporation Law <input type="checkbox"/> Indiana Professional Corporation Act 1983, Indiana Code 23-1.5-1-1, et seq. (Professional corporations must include Certificate of Registration.)</p> <p>As amended, executes the following Articles of Incorporation:</p>				
ARTICLE I - NAME AND PRINCIPAL OFFICE				
Name of Corporation (the name must include the word "Corporation", "Incorporated", "Limited", "Company" or an abbreviation thereof.)				
NECC TELECOM, INC.				
Principal Office: The address of the principal office of the Corporation is:				
Post office address		City	State	ZIP code
		JEFFERSONVILLE	IN	47130
ARTICLE II - REGISTERED OFFICE AND AGENT				
Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:				
Name of Registered Agent				
DANIEL POPA				
Address of Registered Office (street or building)				
1209 WINDMILL LN		City	State	ZIP code
		JEFFERSONVILLE	Indiana	47130
ARTICLE III - AUTHORIZED SHARES				
Number of shares the Corporation is authorized to issue: 1000				
If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."				
ARTICLE IV - INCORPORATORS (the name(s) and address(es) of the incorporators of the corporation)				
NAME	NUMBER AND STREET OR BUILDING	CITY	STATE	ZIP CODE
Daniel Popa	1209 Windmill Ln	Jeffersonville	IN	47130
In witness Whereof, the undersigned being all the incorporators of said Corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true.				
This 9th day of JANUARY 2002				
Signature	Printed name			
[Signature]	Daniel Popa			
Signature	Printed name			
Signature	Printed name			
This instrument was prepared by: (name)				
Address (number, street, city and state)				ZIP code

Attachment 2 - Foreign Corporation Qualification

The State of South Carolina



Office of Secretary of State Jim Miles **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

NECC TELECOM, INC.,

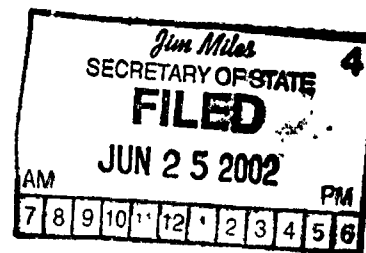
a corporation duly organized under the laws of the state of **INDIANA** and issued a certificate of authority to transact business in South Carolina on **June 25th, 2002**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 28th day of June, 2002.

Jim Miles, Secretary of State

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION BY A FOREIGN CORPORATION
FOR A CERTIFICATE OF AUTHORITY
TO TRANSACT BUSINESS
IN THE STATE OF SOUTH CAROLINA



TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) NECC TELECOM, INC.
2. It is incorporated as (check applicable item) [☒] a general business corporation, [☐] a professional corporation, under the laws of the state of INDIANA
3. The date of its incorporation is JANUARY 28, 2002 and the period of its duration is PERPETUAL
4. The address of the principal office of the corporation is 1209 WINDMILL LANE in the city of JEFFERSONVILLE and the state of INDIANA
Street Address
Zip Code
5. The address of the proposed registered office the state of South Carolina is 1040 Rock-N-Creek Rd. in the city of Leesville in South Carolina 29070
Street Address
Zip Code
6. The name of the proposed registered agent in this state at such address is BUSINESS FILINGS International, Inc.
Print Name

I hereby consent to the appointment as registered agent of the corporation.


Signature of the Registered Agent

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

JUN 25 2002


SECRETARY OF STATE OF SOUTH CAROLINA

Attachment 3 - Officers & Directors

Officers:

Daniel Popa	President
Serban Apostolina	Secretary

Directors:

Daniel Popa

1209 Windmill Lane
Jeffersonville, Indiana 47130

Attachment 4 - Biographical Information

Popa, Daniel

1209 Windmill Ln.
 Jeffersonville, IN 47130
 Tel. (812) 284-2819
 EMail : Userpo6788@aol.com

EDUCATION:

1988 -1991

MINIER High School, com Suncuius, BH, Romania.

COMPUTERS SKILLS:

Ms Word,
 Ms Excel,
 Ms PowerPoint.

EXPERIENCE:

February 2002 - present.

NECC Telecom, Inc.

Position: Founder and President.

Gathered a team of professionals to build NECC Telecom, Inc. developed and coordinated NECC Business Plan and strategies, marketing and telemarketing, negotiated contracts and rates with various underline carriers, build and maintain outstanding business relationships, financed NECC, made financial decisions.

1996-2002

Involved in telecommunication resell for different telecom carriers like TELEGROUP, IXC, FIRST COMMUNICATIONS, World Link Telecom, etc.

Position: Agent.

1996-1999

GENERAL MORTGAGE Southfield, MI

Position: Banker, Loan Officer.

1992-1996

TOTAL PETROLEUM, Inc., Birmingham, MI

Position: Sales Associate.

PERSONAL ACHIEVEMENTS:

Marketing planning and supervising the marketing team for the implementation of the A&P activities.

Providing marketing input to management team, coordinate and support the sales team for the implementation of the nationwide marketing activities.

Management of the local advertising agency, suppliers, etc. for the preparation of A&P materials.

Coordinating with regional customers for the promotion opportunity and sourcing for good advertising opportunity in the region.

Collecting and analyzing regional marketing information, and preparing marketing reports.

Founder of NECC, that includes: NECC Telecom division,
 NECC Visa Card division,
 NECC Cultural division.

Popa, Lucia T.

1519 Autumn Ridge Ct. #4

Jeffersonville, IN 47130

Tel. (812) 284-2819

e-mail: lucia.popa@necc.us

EDUCATION:

1993-1998

Master of Engineering specialized in **Production Systems** in the field of mechanical, electrical, civil, accredited by American Board of Education; studied in Romania at the **Polytechnic University of Timisoara** resulting in passage of the examination for the degree of *Licenta* (Licentiate) in 1998.

Diploma of recognition for these research projects:

- Marketing (1 year).
- Human Resources Management (1 semester).
- Financial Analysis, Bookkeeping and Accounting (2 years).

June 1999

Attend classes in **mechanical design** and **CATIA / CAD 2D, 3D, DRAWMODE**, basic facing and surfacing. Able to manipulate files using layers, filters, attribute, transfer between 2D and 3D, Dimensioning, advance curves, advance surfaceing, Solide, and **CATIA ADMINISTRATION**, etc.

Mandex Technology, Inc.

Tel: 248-844-9002

After attended classes, Mandex Technology, Inc. decided to hire me.

EXPERIENCE:

February 2002 to present.

NECC Telecom, Inc.

Position: **Business Analyst** and **CFO**.

Building and developing the company, data and billing processing, creating and implementing management and marketing solutions, coordinating Internet integrated software solution for customer service department, for financial department and provisioning department and all stuff for web design.

Responsible for the accounts receivable/payable.

April 2000 to January 2002

Work as a Telecommunication Agent for different telecommunication companies as, but not limited, Opex Telecom, World-Link, TeleGroup.

July 1999 to April 2000

Mandex Technology Inc.

Tel: 248-844-9002

Position: **Engineering designer** (part time, and from Jan. full time)

Utilizing **CATIA** I've been working on projects for companies like **3M** (Designing Letters), **Chrysler**, **Guardian Industry**, **General Motors**. I've used **AUTOWEB** for sending the files to our customers. I was trained also in **CATIA ADMINISTRATION** solving some of the problems, which arise.

February 1999 to December 1999

GENERAL MORTGAGE CORP.,
29777 Telegraph Road - Suite 1451
Southfield, MI 48034
Tel: 248-357-7770
Position: **Operations Research Analyst**

1997-1998

EUROCONSTRUCT, Timisoara, Romania
Position: **Engineering In Production Systems**

COMPUTERS SKILLS:

Ms Word; Ms Excel; Ms PowerPoint;

Ms Project + Delta, used in a Project in Production Preparations by a Construction Company. This Project contains the schedule and different timetables that are necessary for the smooth and continuous preparations for the work project. This way, everything will be done without any time gaps, so less money are lost in over stocks and by paying unnecessary workers at unnecessary times.

PERSONAL:

I am a quick learner, reliable, dedicated, hard working individual who is willing to do quality job.

00/10/2002 10:40 FAX 0144000712

NECC

000

Cean, Ramona V.

40256 Walter Dr.

Sterling Hgts, MI 48310

Tel. (586) 826-9545

Email: Ramona.Cean@necc.us

EDUCATION

1993-1998

Master of Engineering specialized in Production System in the field of mechanical, electrical, civil, accredited by American Board of Education;

Educated in Romania at the Polytechnic University of Timisoara resulting in passage of the examination for the degree of Licenta (Licentiate) in 1998.

Diploma of recognition for these research projects:

- Marketing (1 year).
- Human Resources Management (1 semester).
- Financial Analysis, Bookkeeping and Accounting (2 years, .

COMPUTER SKILLS

Ms Word; Ms Excel; MS Access; Power Point.

And various software applications made in-house for NECC Telecom.

EXPERIENCE

February 2002-present

NECC Telecom, Inc.

Position: Operations Manager.

I am in charge of customer service, telemarketing and agent support (including MLM agents), in-house software applications training for new employees, billing department coordinator, software development liaison.

1999-2002

CSG Telecom (an agent for several telecom carriers)

Position: **Business developer.**

In this position I was in charge of customer service (including complains), telemarketing, keep track of accounts receivable, troubleshooting, agent support.

PERSONAL :

Outgoing, friendly, upbeat, goal oriented, self-motivated.

Dragan, Simona

815 S. Dwyer, Arlington Heights, 60005 USA

EXPERIENCE: 5 years

US CITIZENSHIP: Green Card

EDUCATION: Bachelor Degree

TELEPHONE: 1 (847) 870-9524

EMAIL: dragan_simona@hotmail.com, dragan.simona@necc.us

HOTTEST SKILLS: C/C++, SQL, Oracle, VB, Java\HTML\XML, Paradox, MSOffice Suite

EXPERIENCE

May 2002 NECC Telecom, Inc.. Jeffersonville, IN

IT Manager.

- Responsible for designing, analyzing, implementation for software solution for maintaining customer data base, developing internet integrated software solution for customer service department, for financial department and provisioning department.
- These were created using Visual BASIC, MS Access, SQL Server, ASP, HTML, XML, XSL, CSS.

Jan 2001 - Jun 2001 SSI-Schaefer Ltd. Timisoara, Romania

Programmer-Analyst

- Responsible for designing, coding and testing software systems for: management of large and automatic warehouses, conveying systems, order picking and sorting the merchandise, production previsions, assembly, inventory and commissioning, reports, links to any accounting programs, forecasting, financial analyze and inventory control system.
- These were created using Oracle 8, Centura, Erwin 3.5, C, C++, Java jdk1.3 (JSP and servlets, Applets), Tomcat web-server, XML, XSL, HTML, and JavaScript.

Jul 96-Jan 2001 Gemini Ltd. Timisoara, Romania

Programmer-Analyst

- Responsible for analyze, design, implementation, maintenance for customizable integrated software solutions for manufacturing companies (I am specialized in real-time software for supervising and management of technological flow in shoes manufacturing).
- I developed a various applications for Accounting Department of many large companies.
- I was also responsible for analysis, design, implementation and maintenance of internal software of the company.
- These applications were created using Paradox3.5, C++ Builder (MIDAS technology was used), Delphi, Visual Basic, Access, JBuilder, HTML, JavaScript and Paradox 3.5, Access, Interbase (through ODBC, JET, BDE, ADO connections) and Oracle as database support.
- For the two last years in this company I was in position of team leader (4 members team).

EDUCATION

Sep 91-Jul 96 West University Timisoara, Romania

Bachelor Degree Computer Science. GPA 3.68

Sep 87-Jul 91 High School Deva, Romania

QUALITIES

Self - motivated, efficient and hardworking, with a good team spirit. I have a superior mathematical skill, good analyzer, good programmer and quick learner. Team-leading and large project management experience.

TECHNICAL SKILLS

- **Proficient** in Borland C++ Builder, Borland Delphi, Visual Basic, COM, Access, JavaScript, HTML, XML, XSL, SQL.
- **Also knowledge of:** Java (Servlets), Visual C++, Fox Pro.
- **Databases and related:** Oracle (and PL/SQL), Interbase, mySql (Windows version), SQL, ODBC, ADO, BDE, Paradox, FoxPro, Access. Solid background in database design with Erwin 3.5.
- **Networks and OS:** Netware 4.11 (utilization and administration), Lantastic 7 and 8, NT 4, Windows9x, Windows 2000.

REFERENCES

Available upon request.

RAUL TURCU

1715 Portsmouth Ln., Arlington Heights, Illinois, 60004
(847) 590 9673

EXPERIENCE

Feb. 02 – present **NECC Telecom**

Jeffersonville, IN

IT Consultant

Responsible for analyzing, designing, coding, testing and maintaining software systems. Provide application-programming expertise in building software solutions for applications for Customer Service Department, Financial Department, as well as the Internet communication between headquarter and branch, systems using Microsoft Visual Basic, ASP, Microsoft Access and Microsoft SQL Server and having the business logic integrated in a separate layer using the COM technology.

Jun 01-Feb. 02 **CSG Telecom** (an agent for various telecom carriers)

Detroit, Michigan

Consultant

Software development and implementation expert consultant, in charge of developing data base, supervising the development of billing software and providing technical support with the company daily software operations.

Feb 00-present **Townsend Analytics**

Chicago, Illinois

Programmer-Analyst

Responsible for analyzing, designing, coding, testing and maintaining software systems. Provide application-programming expertise in building software solutions for Business Management systems using Microsoft Visual Basic, ASP, C#, Microsoft Access and Microsoft SQL Server and having the business logic integrated in a separate layer using the COM technology.

- Performed analysis, design and implementation for two applications that managed the company's brokers and clients in a real time trading system. Each application contains a web interface as well.
- Responsible for requirement analysis, design, team management, development and implementation of the Account Manager application for the Terra Nova Trading, LLC indented to support daily activity of the Terra Nova's client trade managers. The application utilizes IIS 5.0, ASP-based front-end, HTML, VB COM+ components as a middle tier, SQL-Server 2000 as a back-end database. MTS (Com+ packages) have being used for the middle tier component development and deployment. Java Script language was utilized to support the client-side interaction
- Designed and developed various add-ins for the Microsoft's new platform .NET.

Jan 98-Feb 00 **Strategic Systems**

Evanston, Illinois

Programmer-Analyst

Responsible for analyzing, designing, coding, testing and maintaining the software systems. Provide application-programming expertise in building software solutions for Business Risk Management, Inventory Control and Reservation systems using Microsoft Visual Basic, Microsoft Access and Microsoft SQL Server. The databases design was created in Logic Work ERwin 3.5.

- Performed analysis, design and implementation for an application that supports the paper purchasing, inventory management, and waste tracking processes. The application allows managers to estimate and forecast cost; electronically create purchase orders; receive, verify, and

- apply roll-over transactions through electronic or manual transactions
- Fully implemented a client-oriented software tool, which is designed to support the implementation of an integrated, enterprise-wide approach to business risk assessment and management. The system enables users to link entities, processes, risks and controls throughout the organization to provide enterprise-wide risk management capabilities
- Analyzed, designed and developed a system to assist school district management in creating and managing reservations for school district facilities. The managers can also approve, cancel and change reservations; track customers profile, facility requests and usage; and generate invoice statements for all approved reservations
- Designed and developed a Visual Basic application to make changes to a Microsoft Access application to make it Y2K compliant

Jun 96–Oct 97 **RomOBTEc**

Timisoara, Romania

Computer programmer

Project leader for software development on three applications for the German company Mancsmann - OBTEc. The projects were developed in Centura (Gupta) under Windows NT 4.0 with the database servers SQLBase and MSSQL.

EDUCATION

Sep 92–Jul 97 **West University**
Master Degree Computer Science
GPA 8.5/10

Timisoara, Romania

Sep 88–Jul 92 **High School of Mathematics and Physics**
Microsoft/Midwest MSDN network seminars in 1998–1999.

Otelu Rosu, Romania

QUALITIES

Fluent in Romanian, English and German.

Self motivated, efficient, with an extensive understanding of analytical mathematics, algebra and geometry.

TECHNICAL SKILLS

Proficient in Visual Basic, MSSQL, Access, C+/C/C++ (.NET Framework), ASP, Centura (Gupta) programming with SQLBase, SQLWindows, Delphi, FoxPro, Logic Work ERwin, Visio. Additional skills in MFC, Assembler and Microsoft Office.

REFERENCES

Available upon request.

URECHIATU, DANA

12464 BURTLEY DR.
STERLING HEIGHTS, MI 48313
Phone: (586) 731-0606
e-mail: dana.urechiatu@necc.us

EDUCATION

OAKLAND UNIVERSITY

Rochester, Michigan
Bachelors of Arts, History with English Minor
Bachelors of Arts, expected December, 2003
Teaching Major in History
Teaching Certification, expected May, 2004

MACOMB COMMUNITY COLLEGE

Warren, Michigan
Associates of General Studies
May 2001

EXPERIENCE

N E C Telecom, Inc.

February 2002 – Present

Position: **Customer Service Manager.**

Customer service supervisor and support, telemarketing training and support, data entry input and accuracy checking, input new orders, data entry administrator, office supply administrator.

CSG TELECOM

June 2001 - February 2002

Customer service support, telemarketing, data entry, input new orders, excessive use of Microsoft Windows 2000.

TRAINING and JOB DESCRIPTION

Customer service supervisor, customer service support, customer service training. Human resources, interviewing and hiring. Data entry administrator, checking accuracy of data entry, input new orders, telemarketing training and telemarketing support. Office supply administrator.

COMPUTER SKILLS

Computers and Information Principles.
Experience with programs of Carriers and IP's.
Experience with Microsoft Windows 95, 98, 2000, XP programs.
Experience with E-mail and Internet usage.

PHILOSOPHY

Create a positive self-esteem atmosphere for my co-workers, the customer, and myself.
Designing and implementing an atmosphere that is leisurely to work in and assist customers with as little stress as possible.

1009 E. 13 Mile Rd.
Royal Oak, MI 48073

Phone (248) 585-4879
Fax (248) 680-8937
E-mail serban.apostolina@necc.us

Serban Apostolina

Objective

Decision-making responsibility in a position where organizational and interpersonal skills combined with imaginative thinking; and the ability to translate needs into result-producing action can be applied to achieve corporate goals.

Education

1995-1997	William Tyndale College	Farmington Hills, MI
A.B.A. in Business Administration		
1997-2001	Oakland University	Auburn Hills, MI
B.S. in Criminal Justice		
Honor Graduate, Summa Cum Laude		

Languages

English (fluent)
Romanian (fluent)
French (working knowledge)

Work experience

February 2002-present NECC Telecom, Inc. Troy, MI
Secretary and Human Resources Manager

Customer service and teleselling coordinator, designing ads, conducting employment campaigns, interviewing, hiring, and processing new employees. Responsible for the account payable for the Michigan office. Filing various forms for telecommunication licensing and coordinating activities with the company's attorneys and CPAs.

June 2001-February 2002 CSG (agent for various telecom carriers) Troy, MI
Operations Manager

Customer service and teleselling coordinator (including training), developing and implementing advertising tactics, techniques, and strategies.

1995-1999 Printech Enterprises, Inc. Troy, MI
Hewlett Packard certified technician
Supervisor – ISC/Bunker Ramo Olivetti service department

Computer experience

Software applications: Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Outlook, Microsoft Access, Corel WordPerfect.

Hardware: IBM and compatible personal computers, laser ink-jet printers, scanners, tape backup drives, digital cameras, fax machines, surge protectors, uninterruptible power supplies.

Operating Systems: Windows, Linux.

Attachment 5 - Financial Information

NECC TELECOM, INC

Balance Sheet

	<u>Actual</u>
	<u>Jun 30, 02</u>
ASSETS	
Current Assets	
Checking/Savings	4,965.92
Accounts Receivable	272,423.70
Fixed Assets	
Accumulated Depreciation	-22,592.00
Furniture, Fixtures & Equipment	34,900.76
Intangible Asset	15,000.00
Leasehold Improvement	517.90
Office Equipment	
Computers	6,341.56
Telephone System	11,153.04
Total Office Equipment	<u>17,494.60</u>
Total Fixed Assets	<u>45,321.26</u>
TOTAL ASSETS	<u><u>322,710.88</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	321,686.76
Long Term Liabilities	
Loans	
Total Liabilities	<u>321,686.76</u>
Equity	
Daniel Popa	-72,305.16
Net Income	73,329.28
Total Equity	<u>1,024.12</u>
TOTAL LIABILITIES & EQUITY	<u><u>322,710.88</u></u>

Actual

Jun 30, 02

10,000
CUSTOMERS

ACCOUNT

x12

x12 =

NECC TELECOM, INC
Profit Loss

	<u>Actual</u> <u>Jan - Jun 02</u>
Ordinary Income/Expense	
Income	
MLM	6,808.00
Sales	893,598.68
Total Income	<u>900,406.68</u>
Cost of Goods Sold	
Colocation	3,250.00
Commissions	
Ag. Commissions	27,048.04
MLM Commissions	<u>6,530.00</u>
Total Commissions	33,578.04
Credit Report	75.85
DS1 Cross Connect	1,500.00
ISP	6,209.00
Send Invoices	2,921.91
Third Part Verification	4,599.00
Underlying Carrier	<u>563,534.77</u>
Total COGS	<u>615,668.57</u>
Gross Profit	<u>284,738.11</u>
Expense	
Advertising	17,114.42
Automobile Expenses	
Fuel	1,494.88
Insurance	681.37
Maintenance	3,494.93
Parking	<u>2.00</u>
Total Automobile Expenses	5,672.98
Bank Charge	7,872.73
Depreciation	
Gifts	582.29
Interest	1,222.40
Licenses & Taxes	8,758.25
Medical Insurance	6,817.91
Miscellaneous	15.74
Office Supply	
Books	95.20
Office Supply - Other	<u>4,127.53</u>
Total Office Supply	4,222.73
Payroll Expenses	79,820.60
Payroll Tax	6,209.52
Phones	
Cellular	1,806.26
Land Lines	5,524.29
Teleconference	<u>225.00</u>
Total Phones	7,555.55
Postage & Delivery	3,534.26
Printing	7,651.97
Professional Development	1,957.00
Professional Fees	
Accounting	9,266.35
Legal	12,855.50
Software Services	<u>10,924.50</u>
Total Professional Fees	33,046.35
Registered Agent Fee	4,974.00
Rent	6,392.00
Sales & Catering	876.14
Travel & Ent.	
Air Tickets	1,337.19
Bus	51.50
Hotels	2,054.19
Meals	<u>2,790.11</u>
Total Travel & Ent.	6,232.99
Utilities	39.00
Web Domain	<u>40.00</u>
Total Expense	<u>211,369.83</u>
Net Ordinary Income	<u>73,368.28</u>
Net Income	<u>73,368.28</u>

AGENT Commissions

GLOBAL CLOSING

x2

Attachment 6 - Proposed Tariff

TITLE SHEETSOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by NECC Telecom, Inc. ("NECC"), with principal offices at 1209 Windmill Lane, Jeffersonville, Indiana 47130. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued: August 23, 2002

Effective:

By:

Daniel Popa, President

1209 Windmill Lane

Jeffersonville, Indiana 47130

Phone No.: (812) 284-2819, E-Mail Address: userpo6788@aol.com

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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NECC TELECOM, INC.

ORIGINAL SHEET 5
SOUTH CAROLINA PSC TARIFF NO. 1

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A
Reduction to A Customer's Bill
- T - Change in Text or Regulation
But No Change In Rate or Charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission.

Company or NECC - Used throughout this tariff to mean NECC Telecom, Inc., a Indiana Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications services it shall not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company shall be responsible for the marketing practices of its contracted telemarketers and for their compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its

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certification to complete intrastate telecommunications traffic within the State of South Carolina.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

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-
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

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- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

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- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

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- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services. Service will be terminated only on Monday through Thursday between the

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hours of 8:00 am and 4:00 pm unless provisions have been made to have someone available to accept payment and reconnect service.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

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2.9 Payment and Billing

- 2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including

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reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.12 Late Charge

A one-time late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, may be added to any unpaid balance brought forward from the previous month's billing date.

2.13 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, however, the charge may equal but not exceed the rate allowed by S.C. Code Annotated Section 34-11-70.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1209 Windmill Lane
Jeffersonville, Indiana 47130
Customer Service: (800) 766-2642

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has willfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

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All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

State of South Carolina
Public Service Commission
PO Drawer 11649
Columbia, SC 29211
800-922-1531

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings**3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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NECC TELECOM, INC.

ORIGINAL SHEET 25
SOUTH CAROLINA PSC TARIFF NO. 1

3.5.4 Reserved for Future Use.

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NECC TELECOM, INC.

ORIGINAL SHEET 26
SOUTH CAROLINA PSC TARIFF NO. 1

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All individual case basis arrangements will be submitted to the Commission for approval.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings at least 14 days prior to the effective date of such offerings.

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SECTION 4 - CURRENT RATES

4.1 1+ Dialing

\$0.150 per minute

A \$4.95 per month service charge applies.
Billed in one minute increments.

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments.

4.3 Toll Free

\$0.150 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments.

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4.4 Reserved for Future Use.

4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$20.00

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4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period	Evening Rate Period	
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.30 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.9 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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SECTION 5 - MAXIMUM RATES

5.1 1 + & 101XXXX Dialing

\$0.30 per minute

A \$10 per month per number service charge

5.2 Travel Cards

\$0.50 per minute

A \$.50 per call service charge

5.3 Toll Free Service

\$0.30 per minute

A \$10 per month per number service charge

5.4 Reserved for Future Use.

5.5 Directory Assistance

\$1.99

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